

CONTRACT PERIOD THROUGH DECEMBER 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **EMPLOYEE ASSISTANCE PROGRAM SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 04, 2002**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Pat Vancil, Human Resources Employee Benefits
Russ Binicki, Human Resources
Sharon Tohtsoni, Materials Management

(Please remove Serial 97163-RFPcontract notebooks)



CONTRACT FOR SERVICES PURSUANT TO RFP EMPLOYEE ASSISTANCE PROGRAM SERVICES

This Contract is entered into this 4th day of December 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ComPsych Corporation, an Illinois corporation ("Contractor") for the purchase of Employee Assistance Program Services.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of January 2003 and ending the 31st day of December 2005.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the price per employee per month stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Maricopa County will pay the "Contractor" based on the average number of employees based on a two month lag (i.e. pay in March based on average number of employees from January).
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contract number, purchase order number, description of services, quantities, unit prices, and extended totals.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect ComPsych's coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract.

Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

4.1.3.1 commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty- (30) day's prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

ComPsych Corporation
Attn: Richard A. Chaifetz, CEO
455 North Cityfront Plaza Drive
13th Floor
Chicago, Illinois, 60611

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials if allowed under Federal and State law.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

COMPSYCH CORPORATION, 455 N CITYFRONT PLAZA DRIVE 13 FLOOR, CHICAGO, IL 60611

SERIAL 02077-RFP

PRICING SHEET S07 36 03 B0605750, NIGP CODE 95238

BIDDER NAME: ComPsych Corporation
 F.I.D./VENDOR #: ComPsych will register with the County upon award of contract.
 BIDDER ADDRESS: 455 N. Cityfront Plaza Drive, 13th Floor, Chicago, IL 60611
 P.O. ADDRESS: _____
 BIDDER PHONE #: (800) 755-3050 toll-free; (312) 595-4006 direct to sales contact
 BIDDER FAX #: (312) 595-3125
 COMPANY WEB SITE: www.compsych.com
 COMPANY CONTACT (REP): Michael B. Garfield, CEAP, Vice President, Global Business Development
 E-MAIL ADDRESS (REP): mgarfield@compsych.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PAYMENT TERMS: 1% 10 DAYS NET 30 ☒

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____%

Although not a requirement addressed in the statement of work, we would like to note that 34% of ComPsych providers are women-owned business enterprises.

1.0 PRICING:

Employee Assistance Program (EAP):

		Rate Guarantee			Maximum Rate Increase (not to exceed rate)		
		Year 1 (1/1/2003 - 12/31/2003)	Year 2 (1/1/2004 - 12/31/2004)	Year 3 (1/1/2005 - 12/31/2005)	Year 4 (1/1/2006 - 12/31/2006)	Year 5 (1/1/2007 - 12/31/2007)	Year 5 (1/1/2007 - 12/31/2007)
1.1 Per Employee/Per Month Fee:	\$___.99__	\$___.99__	\$___.99__	0	0	0	0
				%	%	%	%

ComPsych agrees to the performance incentive program outlined in section 2.2 of the statement of work. In addition, ComPsych offers the County an optional minimum performance guarantee of 6% program utilization, for which we would be given an incentive of \$ 0.02 per employee per month.

We also offer the County an optional forfeiture of \$ 0.02 per employee per month for averaging more than 30 seconds to answer the toll-free line and a forfeiture of \$ 0.02 per employee per month for average call abandonment of greater than 3%.

**EXHIBIT B 02077-RFP
MARICOPA COUNTY EMPLOYEE ASSISTANCE PROGRAM
SCOPE OF WORK**

1.0

The EAP contractor administering the Maricopa County's EAP will be the exclusive provider administering and providing services to approximately 14,000 employees and their dependents in urban, suburban and rural areas within the entire Maricopa County region. Those EAP services which will be defined below will include counseling, assessment/referral, critical incident stress debriefing, trauma intervention, crisis intervention, supervisory consultations, referrals, workshop development, reporting, training and promotion of services.

2.0 Scope of Work

Intake:

- Maricopa County will have a dedicated toll free line operational 24 hours, 7 days/week for employees that will be answered by a live Master's and/or Ph.D. clinician whose purpose is to assess and determine appropriate level of care and triage the client to the appropriate resources needed.
- Calls will be answered within an average of 3 rings and abandonment rates will average no more than 3%
- Appointment waiting times will be as follows:
 - There will be absolutely no waiting time for the caller for emergency care.
 - Individuals requiring urgent care will be seen by a provider within 24-48 hours
 - Intake appointments for routine non-emergency cases will be made within 3-5 days of initial contact.
- The internal Maricopa County EAP and MCSO Psychological Services Unit will have the option of contacting the EAP Contractor directly or may refer the employee to a provider in the preselected core group established by ComPsych.
- Follow-up calls to employees and/or dependents who accessed the EAP Contractor services will be made within 24 hours to ensure service and provider satisfaction.
- Employees will have the option of accessing services through the telephone and other services offered online.
- Multilingual intake staff or translation services will be provided for those employees whose primary language is not English.
- Intake staff will be trained on the Maricopa County organizations and departments, policies and procedures.

Network Access/Capabilities:

- EAP Contractor will maintain 95% coverage or three providers within 8 miles of the employees' home and 97% coverage of one provider within 8 miles.
- EAP Contractor will work to have provider coverage within an 8-mile radius for the remaining 5% by the date of implementation, 1/1/03.
- EAP Contractor will develop a core group of CEAP and EAP knowledgeable providers for Maricopa County, these preferred providers are a subset of clinicians who are the first choice for Maricopa County's referrals
 - Providers will have substantial experience working with either the Maricopa County's EAP or EAP Contractor, excellent recommendations from satisfaction survey and/or Clinical Care Reviewer notes and offices and hours convenient to the Maricopa County's key work sites.
 - EAP Contractor will disseminate to core group providers information developed by Maricopa County regarding the County's culture and issues.
 - Providers who are not part of the EAP Contractor network and whom Maricopa County wishes to add will be solicited to apply and their application process will be expedited. Such providers must meet ComPsych's credentialing requirements and fee requirements.
- The EAP Contractor will provide a multilingual, multicultural provider network to meet the needs of the Maricopa County's diverse employee population.

- The EAP Contractor will provide provider network that is familiar and sensitive to the needs of law enforcement, judicial and health personnel and will provide privacy entrances and locations for high profile clients.
- Voluntary turnover rates will be kept to a minimum as indicated; 10% psychologists; and 5% master level clinicians.
- The EAP Contractor providers will have the ability to accommodate shift workers.

Services:

Counseling:

- The EAP Contractor will provide 1-8 individual counseling sessions for employees and their dependents per person, per problem, per year. The employee can use six of the eight sessions on work time without loss of FML (Family Medical Leave, Sick) or PTO (Personal Time Off). Supervisors will maintain record of on work time usage. However, supervisor will have the ability to request the appropriate signed release forms if employee attended the session on work time.
- Resolution for presenting problems will be 89% or greater.

Critical Incident/Trauma Intervention:

- The EAP Contractor will provide a CISM specialty network that will work closely with the Maricopa County EAP and Maricopa County Department/Organizations CISM Teams in providing CISM services.
- Intake provider must respond to crisis calls and a CISM provider can be on site within two to 24 hours depending on level of need.
- Critical incidences will be directed to CISM specialty network where pertinent information will be gathered to determine level of crisis.
- On-site interventions will be provided and will be in conjunction with the established departmental CISM teams in Sheriff's Office, Adult Probation and the judicial organizations if on-site. Maricopa Integrated Health Systems is currently considering developing an in-house CISM team for the Emergency Room and Burn Units.
- CISM debriefings will occur for those involved in providing CISM debriefings.
- Managerial support will be provided to assist a manager in dealing with a crisis and the employees.
- Trauma intervention group process and individual counseling will be given at the department's on-site work locations in cases of death, suicide or serious injury of a co-worker.
- After the completion of a CISM debriefing, EAP Contractor will contact the Maricopa County EAP to review the case.
- EAP Contractor's internal CISM specialist shall telephonically attend CISM related meetings up to 4 times per year.

Training:

- The EAP Contractor will provide to CDL drivers approximately 15 presentations lasting approximately 20-30 minutes dealing with EAP services available.
- The EAP Contractor will provide eight personal development workshops (each being 1-4 hours in duration) on various mental health topics and will work closely with the Maricopa County EAP and County Organization Planning and Training Department to coordinate training efforts.
- EAP Contractor will provide 20-30 orientations (each being 20-25 minutes in duration) to employees regarding services offered through EAP Contractor which will include but not be limited to face-to-face presentations, videotapes, audio conferences, videoconferencing, CD's and webinars (online seminars). These orientation sessions will occur in the first two months of the official implementation date of 01/01/03.
- Training may be provided in a number of formats including but not limited to live group presentations, videotape (English and Spanish), audioconference, videoconferencing or webinars.

- Any additional training requested by Maricopa County shall be provided at a rate of \$125.00 per hour.

Additional services:

Legal

- Unlimited phone information on legal issues by the EAP Contractor staff attorneys.
- Free 30 minute assessment and 25% discount off fees when in-person representation
- Post referral support for additional questions
- Referrals to self-help resources
- Articles applicable to the caller's issues

Financial

- Unlimited phone information on financial and insurance issues by the EAP Contractor staff CPA's and financial experts.
- Referral to self-help resources
- Articles applicable to the caller's issues

Reporting/Measurements:

- Initial report information will be gathered and provided from 01/01/03 through 06/30/03 and then on a fiscal calendar year (7/1 through 6/30), thereafter.
- Reports will be provided within 45 days of the end of the quarter and will be both in graphic and narrative summary and will contain the following:
 - Number of calls
 - Average speed of answer
 - Call abandonment rate
 - All cases seen, listed by face-to-face or phone counselors
 - Number of critical incident or trauma interventions
 - Number of supervisory consultations
 - Presenting problem information
 - Open, closed and resolved cases
 - Number of cases referred to external resources including community and employees mental health provider network
 - Training and number of participants
 - Company and facility trends
 - Demographic data (where confidentiality would not be comprised)
 - Cancellations and no shows.
 - Utilization trends
 - Department utilization (where confidentiality would not be comprised)
 - Intervention and promotion strategies
 - Recommendations for program direction
- The Maricopa County EAP will have the ability to obtain raw data at any time, such as; number of new clients seen by face-to-face or by phone; number of supervisory consultations, supervisory referrals, training and number of training participants, crisis/critical incident/trauma interventions.
- Each employee will be offered a satisfaction survey, which will determine satisfaction with services, the counselor and the program.
 - EAP Contractor will provide a summary report to the Maricopa County EAP at the end of program year. In addition to the summary, an action plan will be submitted for any areas that need to be improved.
- Outcome measurements will be developed jointly by EAP Contractor and Maricopa County to determine effectiveness of Supervisory Referrals.
- ComPsych will work with Maricopa County to develop measurements to determine program cost effectiveness and impact of lowered mental health benefit costs, absenteeism and on-site accidents.
- Training surveys which Maricopa County OP&T department will issue will show a >85% satisfaction rate.

Promotion/Publication:

- EAP Contractor goal will be to have 100% program awareness within one year. A communication plan will be created by the EAP Contractor and submitted to Maricopa County for review. The EAP Contractor periodically throughout the year will update this document. Communication effectiveness will be measured and reported by the EAP Contractor.
- EAP Contractor will use the GuidanceResources brand to promote the Services with ComPsych as the Contractor.
- Promotional materials will be developed for Maricopa County and will contain the Maricopa County seal.
- Posters will be provided and updated on a quarterly basis.
- Promotional materials will be in both English and Spanish and will provide the toll-free TDD line for our hearing impaired clients.
- Promotional posters will be developed so that they are relevant to the target employee population.
- Emailing will promote program usage through summaries of key points of the program so employee can store messages for easy reference.
- EAP Contractor will provide two payroll staffers for at least two payroll periods.
- Topical and client driven articles will be provided via emailing, Internet, etc.
- Maricopa County will approve all publication, promotions, collaterals and employee communications before distribution to the employees and their dependents.

Transition:

- EAP Contractor will provide transition plan with dates, goals and objectives outlined by 12/15/02.
- EAP Contractor will provide the production, and mailing administration, for an introductory home mailing which will include a welcome letter authored by the County, and/or department heads, brochure (plan design overview) and wallet card. Target date for these mailings will be thirty days after execution of this Agreement by both parties
- EAP Contractor will make the EAP program available to all employees up to two weeks prior to the official implementation date of 01/01/03.
- EAP Contractor will prepare a separate business plan for each major department to identify the County's culture and priorities, summarize program goals and objectives, define performance measures, offer information on industry trends and review activity. All business plans will be updated periodically based on a mutually agreed upon time frame.
- EAP Contractor will have teleconference meetings with Maricopa County EAP and other Maricopa County stakeholders weekly during the transition period until the contract is in place 1/1/03. Mutually agreed upon dates will be established for these meetings.

Internet Services:

- Internet services will include Work-life information that will include but not be limited to interactive tools and utilities, personal health literature, search tools for child care provider look-up, comprehensive elder care facility look up, college university information, attorney resource look up and financial planners.
- EAP Contractor will include Maricopa County's logo and Maricopa County specific information on the home page of GuidanceResources Online.

Interface with UBH Mental Health:

- EAP Contractor and the Maricopa County EAP will develop a working relationship with the managed mental health provider to provide a smooth transition for employees needing to access the managed mental health network.

- Interface with EAP Contractor, UBH, and Maricopa County will occur through teleconferencing quarterly meetings to discuss issues or concerns and to develop a working relationship between both the EAP Contractor and the Mental Health benefit.
- Releases of information will be obtained in accordance with HIPAA regulations when necessary to assist managed mental health providers and EAP specialist to assist the employee with return to work transition issues.
- **Interface with County HR/Department Programs** Separate business plans will be developed with departments, offices and organizations that will define issues/problems and establish goals and objectives for increased utilization, resolution of such issues of performance/attendance, etc.

Interface with Account Manager

- The EAP Contractor Account Manager will meet face to face (one time per year) or telephonically (three times per year) with the Maricopa County internal EAP and/or Maricopa County stakeholders on a quarterly basis to discuss any issues or concerns.
- Purpose of the meetings will be to discuss effectiveness of interventions, training needs, changes or additions to department specific business plans, concerns/issues.
- Account Manager will use reasonable business efforts to respond to inquiries within one business day.
- Account Manager will follow-up with any problems or concerns with a plan of action and provide feedback regarding approximate completion time.
- Account Manager will use reasonable business efforts to contact and follow-up with complaint within one business day to ensure customer satisfaction with resolution or to provide information on status.

Performance Guarantees:

- EAP Contractor guarantees 90% satisfaction and >5% utilization for each year.
 - Success will yield an additional \$0.24 per employee per year at the end of the program year (pepy); failure to meet the guarantee would result in Contractor crediting the County \$0.24 (pepy).
- EAP Contractor will be offered a performance incentive of \$0.24 (pepy) if utilization exceeds 6% for each year.
- EAP Contractor will place at risk fees of \$0.12 (pepy) in the areas of abandonment rates (performance standard: 3 % or less) and the average speed of answer (performance standard: 3 rings or less).
- In accordance with HIPAA, EAP Contractor will provide and mail with the other materials required to be mailed during the initial employee mailing its Privacy Notice. After the initial mailing Maricopa County shall distribute such Notice to its employees. This notice will describe the potential uses and disclosures of Protected Health Information (PHI) plan participant rights, and vendor's legal duties with respect to PHI. All notices must be provided to the plan participant at specified times and upon request which includes a) By April 14, 2003 for current plan participants; b) At time of enrollment if after April 14, 2003; and c) Within 60 days after material change in notice. A sample notice will be sent to Maricopa County by January 31, 2003.

COMPSYCH CORPORATION, 455 N CITYFRONT PLAZA DRIVE 13 FLOOR, CHICAGO, IL 60611

Terms:	1% 10 DAYS NET 30
Federal Tax ID Number:	36-3739783
Vendor Number:	363739783
Telephone Number:	312/595-4006
Fax Number:	312/595-3125
Contact Person:	Michael B. Garfield
E-mail Address:	mgarfield@compsych.com
Company Web Site:	www.compsych.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2005 .